

| ORDER FOR SUPPLIES OR SERVICES  |  |   |   |  |  |  |   |   |                | PAGE 1 OF 21  |   |   |  |
|---|--|---|---|--|--|--|---|---|----------------|---|---|---|--|
| 1. CONTRACT PURCH ORDER/AGREEMENT NO.   |  |   | 2. DELIVERY ORDER/CALL NO.<br>W56HZV-04-F-0087  |  |  | 3. DATE OF ORDER/CALL (YYYYMMDD)<br>2004SEP27  |   | 4. REQUISITION/PURCH REQUEST NO.<br>SEE SCHEDULE                  |                | 5. PRIORITY<br>DOA4   |   |   |  |
| 6. ISSUED BY<br>TACOM WARREN<br>AMSTA-AQ-ADB<br>CATHERINE BASTIAN (586)574-6950<br>WARREN, MICHIGAN 48397-5000<br>EMAIL: BASTIANC@TACOM.ARMY.MIL<br>HTTP://CONTRACTING.TACOM.ARMY.MIL   |  |   | CODE W56HZV   |  | 7. ADMINISTERED BY (If other than 6)<br>DCMA DAYTON<br>AREA C, BUILDING 30<br>1725 VAN PATTON AVENUE<br>WRIGHT PATTERSON AFB, OH 45433-5302<br>SCD: C PAS: NONE ADP PT: HQ0337 |  |   |   | CODE S3605A    |   | 8. DELIVERY FOB<br><br><input type="checkbox"/> DESTINATION<br><input checked="" type="checkbox"/> OTHER<br>(See Schedule if other) |   |  |
| 9. CONTRACTOR<br><br>FEDERAL PRISON INDUSTRIES INC<br>3301 LEESTOWN RD.<br>P.O. BOX 13640<br>LEXINGTON, KY. 40583-3640<br><br>TYPE BUSINESS: Other Nonprofit  |  |   | CODE 1XFF6  |  | FACILITY 53753   |  | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)<br><br>SEE SCHEDULE |   |                | 11. X IF BUSINESS IS<br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL<br>DISADVANTAGED<br><input type="checkbox"/> WOMAN-OWNED |   |   |  |
| NAME AND ADDRESS  |  |   | 12. DISCOUNT TERMS<br>Net 30 Days   |  | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Block 15  |  |   | 14. SHIP TO<br>SEE SCHEDULE                                       |                |   |   | 15. PAYMENT WILL BE MADE BY<br>DFAS - COLUMBUS CENTER<br>DFAS-CO/NORTH ENTITLEMENT OPERATION<br>P.O. BOX 182266<br>COLUMBUS OH 43218-2266 |  |
| 16. TYPE OF ORDER   |  |   | DELIVERY/CALL<br><input checked="" type="checkbox"/>  |  | THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.                               |  |   |   |                |   |   |   |  |
| PURCHASE  |  |   | Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. |  | furnish the following on terms specified herein.   |  |   |   |                |   |   |   |  |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.   |  |   |   |  |  |  |   |   |                |   |   |   |  |
| <div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:         </div> |  |   |   |  |  |  |   |   |                |   |   |   |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br><br>SEE SCHEDULE   |  |   |   |  |  |  |   |   |                |   |   |   |  |
| 18. ITEM NO.  |  | 19. SCHEDULE OF SUPPLIES/SERVICE  |   |  |  | 20. QUANTITY ORDERED/ACCEPTED*   |   | 21. UNIT  | 22. UNIT PRICE |   | 23. AMOUNT  |   |  |
|   |  | SEE SCHEDULE<br>CONTRACT TYPE:<br>Firm-Fixed-Price<br><br>KIND OF CONTRACT:<br>Supply Contracts and Priced Orders |   |  |  |  |   |   |                |   |   |   |  |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X.<br>If different, enter actual quantity accepted below quantity ordered and encircle.   |  |   |   |  | 24. UNITED STATES OF AMERICA<br>JAMES E. NELSON /SIGNED/<br>NELSONJ@TACOM.ARMY.MIL (586)574-5258<br>BY: _____ CONTRACTING/ORDERING OFFICER                                     |  |   |   |                | 25. TOTAL<br>\$8,024.76   |   |   |  |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____   |  |   |   |  |  |  |   |   |                |   |   |   |  |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |  |   |   |  |  | c. DATE (YYYYMMDD)   |   | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |                |   |   |   |  |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |  |   |   |  |  | 28. SHIP. NO.  |   | 29. D.O. VOUCHER NO.  |                | 30. INITIALS  |   |   |  |
| f. TELEPHONE NUMBER   |  | g. E-MAIL ADDRESS   |   |  |  | 31. PAYMENT<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL                                      |   | 32. PAID BY   |                | 33. AMOUNT VERIFIED CORRECT FOR   |   |   |  |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.   |  |   |   |  |  | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |   | 34. CHECK NUMBER  |                | 35. BILL OF LADING NO.  |   |   |  |
| a. DATE (YYYYMMDD)  |  | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  |   |  |  | 37. RECEIVED AT  |   | 38. RECEIVED BY (Print)   |                | 39. DATE RECEIVED (YYYYMMDD)  |   |   |  |
|   |  |   |   |  |  | 40. TOTAL CONTAINERS   |   | 41. S/R ACCOUNT NUMBER  |                | 42. S/R VOUCHER NO.   |   |   |  |

|   |  |                            |
|---|--|----------------------------|
| <b>CONTINUATION SHEET</b>   | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-F-0087 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 21 |
| <b>Name of Offeror or Contractor:</b> FEDERAL PRISON INDUSTRIES INC |  |                            |

SUPPLEMENTAL INFORMATION  
NOTES:

- THE PROCUREMENT METHOD OF THIS ACQUISITION WILL BE SMALL BUSINESS SET ASIDE. HOWEVER, SECTION 811 OF NATIONAL DEFENSE AUTHORIZATION ACT (UNICOR IS AUTHORIZED TO BID AGAINST SM. BUS).
- STANDARD COMMERCIAL PACKAGING, PKG LEVEL IS C.
- FOB POINT IS ORIGIN.
- SUBJECT SOLICITATION WILL CLOSE ON 27 AUG 2004 AT 1201 HOURS.

\*\*\* END OF NARRATIVE A 001 \*\*\*  
  
AMENDMENT 0001.

- THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE SOLICITATION PERIOD TO 03 SEP 2004 AMD CLOSE AT 1201 HOURS.
- ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

\*\*\* END OF NARRATIVE A 002 \*\*\*

NOTE:  
  
FOR INTERNAL PURPOSES AT UNICOR.  
UNICOR's Quotation Number 104761, DTD 25 AUG 2004 (datafax date)IS IN REFERENCE TO TACOM'S SOLICITATION W56HZVQ1526.

| *** END OF NARRATIVE A 003 *** |  |             |
|--------------------------------|--|-------------|
| <u>Regulatory Cite</u>         | <u>Title</u>                                       | <u>Date</u> |
| 1      52.204-4849<br>(TACOM)  | ACCEPTANCE APPENDIX--SOLICITATION/CONTRACT NUMBERS | MAR/2000    |

(a) Purchase Order Number: W56HZV04F0087 is awarded to UNICOR. The Government accepts your quote dated 25 AUG 2004 in response to Solicitation Number: W56HZV04Q1526, signed by GEORGE KEIDEL, GOV'T SALES OF UNICOR

[end of clause]

|   |                        |                                     |          |
|---|------------------------|-------------------------------------|----------|
| 2 | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |
|---|------------------------|-------------------------------------|----------|

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-F-0087 <b>MOD/AMD</b> | <b>Page</b> 3 <b>of</b> 21 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:** FEDERAL PRISON INDUSTRIES INC

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT      |
|---------|--|----------|------|--------------|-------------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS  |          |      |              |             |
| 0001    | NSN: 6150-01-440-5716<br>FSCM: 19207<br>PART NR: 12366267<br>SECURITY CLASS: Unclassified  |          |      |              |             |
| 0001AA  | <u>PRODUCTION QUANTITY</u><br><br>NOUN: CABLE ASSEMBLY,SPEC<br>PRON: EH493174EH PRON AMD: 01 ACRN: AA<br>AMS CD: 070011<br><br><u>Description/Specs./Work Statement</u><br>QUANTITY VARIATION: 5% OVER 5% UNDER<br>TOP DRAWING NR: 2000DEC14<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>STD-COMMERCIAL PK<br>UNIT PACK: 1 INTERMEDIATE PACK: 0<br>LEVEL PRESERVATION: Commercial<br>LEVEL PACKING: Commercial<br><br>ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE<br>PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD<br>COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-95.<br>ASTM-D-3951-95 SPECIFIES THAT ALL EXTERIOR PACKS<br>AND CONTAINERS SHALL BE LEGIBLY AND DURABLY MARKED<br>IN ACCORDANCE WITH MIL-STD-129, AND THAT BAR CODE<br>MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH<br>MIL-STD-129<br><br>(End of narrative D001)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br>Inspection/Acceptance at origin means that you MUST<br>contact the DCMC to arrange for a Government<br>inspection BEFORE you ship the supplies called out<br>in this order. Failure to have the items inspected<br>and accepted will result in their rejection at the<br>destination. The rejected supplies will be<br>returned to you at your expense.<br><br>(End of narrative E001)<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD | 2        | EA   | \$ 745.54000 | \$ 1,491.08 |

| CONTINUATION SHEET   |  | Reference No. of Document Being Continued |      |              | Page 5 of 21 |  |
|--|--|---|------|--------------|--------------|--|
|  |  | PIIN/SIIN W56HZV-04-F-0087                |      | MOD/AMD      |              |  |
| Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC |  |   |      |              |              |  |
| ITEM NO  | SUPPLIES/SERVICES  | QUANTITY                                  | UNIT | UNIT PRICE   | AMOUNT       |  |
|  | 001 W56HZV41772056 W25G1U J 3<br><u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u><br>001                      2                      29-APR-2005<br><br>FOB POINT: Origin<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(W25G1U)    XU TRANSPORTATION OFFICER<br>DDSP NEW CUMBERLAND FACILITY<br>BUILDING MISSION DOOR 113 134<br>NEW CUMBERLAND                      PA 17070-5001   |   |      |              |              |  |
| 0002   | NSN: 6150-01-329-9343<br>FSCM: 19207<br>PART NR: 11675153<br>SECURITY CLASS: Unclassified  |   |      |              |              |  |
| 0002AA   | <u>PRODUCTION QUANTITY</u><br><br>NOUN: WIRING HARNESS<br>PRON: EH4Y6541EH      PRON AMD: 01      ACRN: AB<br>AMS CD: 060011<br><br><u>Description/Specs./Work Statement</u><br>QUANTITY VARIATION: 5% OVER                      5% UNDER<br>TOP DRAWING NR: 2004JUL21<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>STD-COMMERCIAL PK<br>UNIT PACK: 1                      INTERMEDIATE PACK: 0<br>LEVEL PRESERVATION: Commercial<br>LEVEL PACKING: Commercial<br><br>ALL ITEMS PROCURED UNDER THIS SUB-CLIN SHALL BE<br>PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD<br>COMMERCIAL PRACTICE AS DEFINED IN ASTM-D-3951-95.<br>ASTM-D-3951-95 SPECIFIES THAT ALL EXTERIOR PACKS<br>AND CONTAINERS SHALL BE LEGIBLY AND DURABLY MARKED<br>IN ACCORDANCE WITH MIL-STD-129, AND THAT BAR CODE<br>MARKINGS SHALL BE APPLIED IN ACCORDANCE WITH<br>MIL-STD-129<br><br>(End of narrative D001)<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin                      ACCEPTANCE: Origin<br><br>Inspection/Acceptance at origin means that you MUST<br>contact the DCMC to arrange for a Government | 8   | EA   | \$ 816.71000 | \$ 6,533.68  |  |

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

| ITEM NO           | SUPPLIES/SERVICES   | QUANTITY        | UNIT          | UNIT PRICE      | AMOUNT       |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
|-------------------|---|-----------------|---------------|-----------------|--------------|--|--|---------------|-----------------|-------------|---------------|-----------------|--------------|-----|----------------|--------|---|--|---|-------------------|-----------------|-----------------|--|--|--|-----|---|-------------|--|--|--|--|--|--|--|
|                   | <p>inspection BEFORE you ship the supplies called out in this order. Failure to have the items inspected and accepted will result in their rejection at the destination. The rejected supplies will be returned to you at your expense.</p> <p>(End of narrative E001)</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td colspan="5">SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td><td><u>ADDR</u></td><td><u>SIG CD</u></td><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>W56HZV4202T640</td><td>W25G1U</td><td>J</td><td></td><td>2</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td colspan="4"><u>DEL DATE</u></td></tr><tr><td>001</td><td>8</td><td colspan="4">29-APR-2005</td></tr></table> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W25G1U) XU TRANSPORTATION OFFICER<br/>DDSP NEW CUMBERLAND FACILITY<br/>BUILDING MISSION DOOR 113 134<br/>NEW CUMBERLAND PA 17070-5001</p> | DOC             | SUPPL         |                 |              |  |  | <u>REL CD</u> | <u>MILSTRIP</u> | <u>ADDR</u> | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> | 001 | W56HZV4202T640 | W25G1U | J |  | 2 | <u>DEL REL CD</u> | <u>QUANTITY</u> | <u>DEL DATE</u> |  |  |  | 001 | 8 | 29-APR-2005 |  |  |  |  |  |  |  |
| DOC               | SUPPL   |                 |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
| <u>REL CD</u>     | <u>MILSTRIP</u>   | <u>ADDR</u>     | <u>SIG CD</u> | <u>MARK FOR</u> | <u>TP CD</u> |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
| 001               | W56HZV4202T640  | W25G1U          | J             |                 | 2            |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
| <u>DEL REL CD</u> | <u>QUANTITY</u>   | <u>DEL DATE</u> |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |
| 001               | 8   | 29-APR-2005     |               |                 |              |  |  |               |                 |             |               |                 |              |     |                |        |   |  |   |                   |                 |                 |  |  |  |     |   |             |  |  |  |  |  |  |  |

Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC

CONTRACT ADMINISTRATION DATA

| LINE   | PRON/<br>AMS CD/<br>ITEM | OBLG<br>ACRN | STAT | ACCOUNTING CLASSIFICATION | JOB<br>ORDER<br>NUMBER | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|--------|--------------------------|--------------|------|---------------------------|------------------------|-----------------------|---------------------|
| 0001AA | EH493174EH<br>070011     | AA           | 2    | 97 X4930AC6D 6D           | 26FB S20113            | W56HZV \$             | 1,491.08            |
| 0002AA | EH4Y6541EH<br>060011     | AB           | 2    | 97 X4930AC9D 6D           | 26KB S20113            | W56HZV \$             | 6,533.68            |
| TOTAL  |                          |              |      |                           |                        |                       | \$ 8,024.76         |

| SERVICE<br>NAME | TOTAL BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING<br>STATION | OBLIGATED<br>AMOUNT |
|-----------------|---------------|---------------------------|-----------------------|---------------------|
| Army            | AA            | 97 X4930AC6D 6D           | 26FB S20113 W56HZV    | \$ 1,491.08         |
| Army            | AB            | 97 X4930AC9D 6D           | 26KB S20113 W56HZV    | \$ 6,533.68         |
| TOTAL           |               |                           |                       | \$ 8,024.76         |

|   | Regulatory Cite | Title                                     | Date     |
|---|-----------------|---|----------|
| 1 | 252.232-7003    | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | JAN/2004 |

|  |   |              |
|--|---|--------------|
| CONTINUATION SHEET   | Reference No. of Document Being Continued | Page 8 of 21 |
|  | PIIN/SIIN W56HZV-04-F-0087MOD/AMD         |              |
| Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC |   |              |

CONTRACT CLAUSES

|   | Regulatory Cite | Title   | Date     |
|---|-----------------|---|----------|
| 1 | 52.211-5        | MATERIAL REQUIREMENTS   | AUG/2000 |
| 2 | 52.222-19       | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES                | JUN/2004 |
| 3 | 52.225-13       | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES                             | JAN/2004 |
| 4 | 52.232-33       | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| 5 | 52.246-1        | CONTRACTOR INSPECTION REQUIREMENTS                                    | APR/1984 |
| 6 | 52.246-2        | INSPECTION OF SUPPLIES--FIXED PRICE                                   | AUG/1996 |
| 7 | 52.247-29       | F.O.B. ORIGIN   | JUN/1988 |
| 8 | 252.211-7005    | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS    | FEB/2003 |
| 9 | 52.211-16       | VARIATION IN QUANTITY   | APR/1984 |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

05 percent increase; and  
05 percent decrease.

(c) This increase or decrease shall apply to -3-.

[End of Clause]

|    |          |   |          |
|----|----------|---|----------|
| 10 | 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I dated APR 2002) | MAY/2004 |
|----|----------|---|----------|

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 335931.
- (2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [ ] is, [ ] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the



|  |  |  |
|--|--|--|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-F-0087      MOD/AMD</p> | <p style="text-align: center;"><b>Page 9 of 21</b></p> |
|--|--|--|

**Name of Offeror or Contractor:** FEDERAL PRISON INDUSTRIES INC

representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- [ ] Black American.
- [ ] Hispanic American.
- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [ ] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

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**Name of Offeror or Contractor:** FEDERAL PRISON INDUSTRIES INC

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

|    |                        |   |          |
|----|------------------------|---|----------|
| 11 | 52.204-4006<br>(TACOM) | INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED<br>ACQUISITIONS AND DESIGNATION OF F.O.B. POINT | MAY/2000 |
|----|------------------------|---|----------|

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

(b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: <http://contracting.tacom.army.mil/opportunity.htm>

(c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.

(d) We hereby specify that the required F.O.B. point for this acquisition is ORIGIN.

(e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

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| 12 | 52.211-4015<br>(TACOM) | CONFIGURATION CONTROL--ENGINEERING CHANGES | APR/2004 |
|----|------------------------|--|----------|

(a) DEFINITIONS:

(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.

(2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.

(3) Value Engineering Change Proposal (VECP). A proposal that --

- (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --

(A) In deliverable end item quantities only;

(B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(C) To the contract type only.

(4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.

(b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.

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| Name of Offeror or Contractor: FEDERAL PRISON INDUSTRIES INC |   |               |

(c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.

- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is (JT AND DF).
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
  - (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
  - (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
  - (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (d) Submittal Procedures for ECPs/VECPs/RFDs.
  - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
  - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

Email a copy of the contractor's request and ACO comments (DD Form 1998) to [AMSRD-TAR-E@tacom.army.mil](mailto:AMSRD-TAR-E@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155. Indicate end item application (if known) in subject line, along with the NSN and contract number.

- (f) Approval of ECPs, VECPs and RFDs.
  - (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
  - (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

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**Name of Offeror or Contractor:** FEDERAL PRISON INDUSTRIES INC

- (i) RFDS shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
- (j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

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| 13 | 52.211-4053<br>(TACOM) | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES | MAR/2000 |
|----|------------------------|---|----------|

(a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: MIL-T-5624 AND MIL-C-11796.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

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| 14 | 52.211-4517<br>(TACOM) | PACKAGING REQUIREMENTS (COMMERCIAL) | MAR/2004 |
|----|------------------------|-------------------------------------|----------|

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 001

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

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(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(g) Marking:

(1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129P(2), dated 10 Feb 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Computer Automated Transportation Tool (CATT). The following website provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: <[http://www.asset-trak.com/catt/msl\\_irrd/mslirrdmain.htm](http://www.asset-trak.com/catt/msl_irrd/mslirrdmain.htm)> This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<<http://milpac.com/>>) and Easysoft Corporation (<<http://easysoftcorp.com/>>). Ensure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(h) Hazardous Materials(As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

**Name of Offeror or Contractor:** FEDERAL PRISON INDUSTRIES INC

(2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations  
International Maritime Dangerous Goods Code (IMDG)  
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49  
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO  
P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(j) **Quality Assurance:** The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(k) SUPPLEMENTAL INSTRUCTIONS: -2-

[End of Clause]

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| 15 | 52.246-4005<br>(TACOM) | INSPECTION AND ACCEPTANCE POINTS: ORIGIN | FEB/1995 |
|----|------------------------|--|----------|

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

UNICOR  
FEDERAL PRISON  
COUNTY HWY G AND ELK AVENUE  
OXFORD, WI 53592

[End of Clause]

|    |              |                       |          |
|----|--------------|-----------------------|----------|
| 16 | 252.223-7001 | HAZARD WARNING LABELS | DEC/1991 |
|----|--------------|-----------------------|----------|

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| <u>MATERIAL (If None, Insert None.)</u> | <u>ACT</u> |
|---|------------|
| <hr/>                                   | <hr/>      |
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- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

17                    252.225-7000                    BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE                    APR/2003

- (a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror certifies that the following end products are qualifying country end products:

| Line Item Number | Country of Origin |
|------------------|-------------------|
| <hr/>            | <hr/>             |
| <hr/>            | <hr/>             |

- (3) The following end products are other foreign end products:

| Line Item Number | Country of Origin (If known) |
|------------------|------------------------------|
| <hr/>            | <hr/>                        |
| <hr/>            | <hr/>                        |

|   |  |                      |
|---|--|----------------------|
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[End of Provision]

18                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002)                      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;



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(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

19 \*\*\* THIS REFERENCE (IS7341) IS NO LONGER VALID \*\*\*

20 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)

Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>

Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>

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Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer

identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

21            52.204-4009            MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION            JUN/1999  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

22            52.208-4500            ACQUISITION OF FEDERAL PRISON INDUSTRIES ITEMS            JAN/2003

(a) In accordance with FAR 8.602 and DFARS 208.602, the supplies covered by this solicitation are determined to be products furnished by Federal Prison Industries (FPI). This solicitation will constitute market research as well as the instrument to evaluate for award.

(b) Unless quotations/proposals received demonstrate that FPI's product is not comparable to products available from the private sector in price, quality, and time of delivery, award will be made to FPI.

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(c) Notwithstanding the inclusion of any set-aside provision or clause in this solicitation, award may be made to FPI, even if this solicitation is subject to a set-aside provision.

(d) By signing an award resulting from this solicitation, the contracting officer signifies that a comparability determination has been made.

(End of Provision)

23            52.211-4010            ACQUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS            FEB/1995  
(TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS located elsewhere herein. It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

24            52.213-4010            ADDITIONAL GENERAL CLAUSES            FEB/1997  
(TACOM)

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

(1) CHANGES-FIXED-PRICE            (AUG 1987)  
52.243-1

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

(2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT            (APR 1984)  
52.249-1

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's

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interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

(3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE (APR 1984)  
52.249-8

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]

25      52.215-4404      DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY      MAY/2002  
(TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

26      52.246-4026      LOCAL ADDRESS FOR DD FORM 250      JAN/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
DD250@tacon.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at  
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

[End of Clause]

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LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u>                          | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|---------------------------------------|-------------|----------------------------|-----------------------|
| Attachment 001             | TECHNICAL DATA PACKAGE 19207 12366267 | 14-DEC-2000 |                            |                       |
| Attachment 002             | TECHNICAL DATA PACKAGE 19207 11675153 | 21-JUL-2004 |                            |                       |